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OM-1113111
NO Action



Qwest Corporation

1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Asst. Vice President
Public Policy & Regulatory Affairs

December 8, 2010

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and Qwest Communications Company, LLC. This is a new agreement called Qwest High-Speed Internet Host Service. Also enclosed is a verified statement.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Joyce McDonald".

for Mark Reynolds

Enclosures

2010 DEC 10 PM 2:30

VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Qwest High-Speed Internet Host Service agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce McDonald

Dated at Seattle this 8th day of December, 2010.

**QWEST HIGH-SPEED INTERNET® HOST SERVICE
12-MONTH TERM AGREEMENT
Interstate**

Agreement Number: 10301

This Qwest High-Speed Internet® Host Service 12-Month Term Agreement and any exhibit(s) attached hereto ("Agreement") is between Qwest Corporation ("Qwest") and Qwest Communications Corporation, LLC ("Customer") and shall be effective as of the date when it has been signed by both parties unless if under applicable law, this Amendment or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred ("the Amendment Effective Date"). At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, the Amendment Effective Date for this Amendment shall take effect with respect to the State of Washington when it is filed with Washington Utilities and Transportation Commission ("Effective Date"). The offer contained in this document is only valid through January 20, 2011, and will expire if Customer does not execute and deliver the Agreement to Qwest on or before that date.

1. Service.

1.1 Qwest will provide, and Customer will purchase, the Qwest High-Speed Internet® Host service ("Service"), which includes Bandwidth and interstate DS1 port(s) (if DS1 level service is selected by Customer) provided under this Agreement. Service allows the aggregation of the data streams from either Qwest High-Speed Internet® Subscribers' or Customer's End Users' multiple locations into a single host site, which is intended to provide access to the Internet. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder.

1.2 The data connection from Qwest High-Speed Internet® service to the Service is a dedicated virtual point-to-point connection across a shared backbone network ATM service. Bandwidth is available at the following peak range of speeds: (a) 1.544 Mbps; or (b) 3 Mbps up to 45 Mbps (in 3 Mbps increments). A minimum increment of 3 Mbps Bandwidth is required for each port except a DS1 port, which requires 1.544 Mbps Bandwidth. Service can terminate/aggregate both DMT and CAP protocol based Qwest High-Speed Internet® service (ADSL) traffic.

1.3 Service may not be available in all areas. Availability of Service depends on availability and limits of Qwest wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. End User speed and availability of Service are not guaranteed. Uninterrupted or error-free Service is not guaranteed for the End User and Qwest may limit speeds.

1.4 Qwest reserves the right to change material features or functions of the Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity.

1.5 Licenses; Dispatch Fee.

(a) If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (i) appropriate space and power; and (ii) rights or licenses.

(b) Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (i) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (ii) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

2. Customer Obligations.

2.1 When Customer orders Service, Customer must provide the necessary information (e.g., data link connection identifier(s), and/or Internet protocol) to provision Service.

2.2 Customer is responsible for providing and installing: (a) all compatible customer provided equipment; (b) an interstate ATM access link, private line interstate circuit, or carrier facility where Qwest provisions an interstate ATM port; (c) an interstate ATM port (except interstate DS1 port, which is provided under this Agreement); and (d) the applicable interstate central office connection channel. Compatibility requirements and additional Service information are delineated in Qwest Tech. Pubs. 77392 and 77378.

2.3 Services described in section 2.2 are not provided under this Agreement, but may be purchased from Qwest pursuant to separate written agreement or under the Tariff, and are subject to additional charges.

3. Term.

3.1 This Agreement will expire 12 months from the date Service is available to Customer, as evidenced by Qwest records ("Term").

3.2 If by the end of the Term of this Agreement the parties have not entered into a new agreement, Service will continue under this Agreement on a month-to-month basis at the then current month-to-month rates posted in the Rate Card, unless either party elects to terminate the Service by providing 30 days prior written notice of such termination to the other party.

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4. Installation/Location(s).

4.1 Qwest will provide the Service at the locations specified in Exhibit 1. Qwest's records will document the actual date of installation at each location.

4.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) terminate the subject Service and invoice Customer for one month's MRCs and the Installation Charge(s). If Customer cancels Service after the start of installation, Customer must pay Qwest a Cancellation Charge as indicated in the then-current Rate Card. The Cancellation Charge as of the Agreement Effective Date is shown in Exhibit 1.

5. Charges. Customer must pay to Qwest all applicable MRCs and NRCs described in the Agreement and Rate Card. Customer understands the actual charges will be the charges in effect on the date Service is available to Customer, or for existing Service, the date the service order is completed by Qwest, as set forth in the then-current Rate Card. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Service or installation rendered hereunder.

5.1 Charges for Service are listed in Exhibit 1 and in the Rate Card. In the event of a conflict between Exhibit 1 and the Rate Card, the Rate Card will prevail. An MRC applies for each 1.544 Mbps and each 3 Mbps increment of Bandwidth, up through 45 Mbps. An Installation Charge applies for each Bandwidth increment installed, except 3 Mbps increment of Bandwidth installed at same time as the corresponding interstate ATM port.

5.2 MRCs for the entire Term will be stabilized from Qwest-initiated increases, at the rates in effect for the fixed period on the service date.

5.3 **Charges for Other Services.** Charges for other services are not included in this Agreement. Customer is responsible for additional services it purchases, including but not limited to those described in section 2.2.

6. Payment. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge or interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement.

7. Service Changes. A written amendment to this Agreement (for retail customers) or an ASR accepted by Qwest (for wholesale customers) will be required to evidence an agreement to move any Service location, add Service, or to increase or decrease Bandwidth at a Service location.

7.1 **Additional Service.** Customer may request additional Service during the Agreement Term in accordance with the Charges Section above, and Qwest will supply such additions to Customer, subject to the following conditions: (i) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (ii) additional Service will be for a term equal to the then-remaining portion of the Term. Charges for Service added to the Agreement will be at the then-current 12-month rates, as set forth in the Rate Card.

7.2 **Changes to Existing Service.**

(a) If Customer increases or decreases Bandwidth, Customer must pay Qwest a Change Charge for each increase or decrease. If Customer bulk transfers high-speed Internet subscribers from an existing port or Circuit to a new port or Circuit after Service is established, Customer must pay Qwest a Change Charge for each bulk transfer performed. If the bulk transfer is performed by a series of separate transfers, Customer will pay the Change Charge for each separate transfer. For example, if Customer requests a bulk transfer of 1,000 subscribers with 250 subscribers transferred per day, Customer would pay Qwest four Change Charges.

(b) If Customer increases or decreases ATM port speed and such change requires a change of (i) access link or (ii) increase or decrease of Bandwidth, such change will be considered a termination of Service and establishment of new Service to which Installation Charge(s) and MRCs applicable to new Service apply. Additionally, the Termination Charge applies for decrease(s) to Bandwidth, however, the Termination Charge is waived for increase(s) to Bandwidth.

(c) If Customer moves or rearranges Circuits such that channel interface and/or Customer-designated location changes, the Termination Charge will apply in addition to the Installation Charge(s) and MRCs applicable to new Service at the time of the move or rearrangement. The Termination Charge may be waived by Qwest when Customer moves all or a portion of Service to another location if moved Service continues to be provided solely by Qwest at the new location and if Customer requests the disconnect at the old location and the reconnect at the new location at the same time and the new connect occurs within 30 days of the disconnect, unless the new connect was delayed by Qwest.

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(d) If any Customer-requested work is performed on Service, including but not limited to work that results in a plant-type service rearrangement, design change, or re-groom, the Change Charge will apply. A service rearrangement is a change to an existing Circuit that does not result in a change of the physical location. A design change is one that requires engineering review and does not include a change of customer location, end user location, or access link speeds. A design change will require issuance of new order and cancellation of the original order and will be subject to the Termination Charge.

8. Service Interruptions.

8.1 During a Qwest network and software update period, or to maintain Service it may be necessary to temporarily place Service central office equipment out of service. Qwest also reserves the right to temporarily interrupt Service at other times in emergency situations.

8.2 Customer's sole and exclusive remedy for interruptions of any kind to the Service is a credit allowance for service interruptions caused by Qwest. A service interruption is measured from the time the outage is reported to Qwest until the Service is operative. No credit shall be allowed for an interruption of less than 24 hours. For service interruptions of 24 hours or more, Customer will receive a credit equal to 1/30 of the MRC for each day, or affected portion thereof, of interrupted service.

8.3 No credit allowance applies when the interruption in Service is caused by: (a) Qwest maintenance or repair, rearrangements, updates, Force Majeure, or in emergency situations; (b) failure of non-Qwest equipment or systems; (c) Qwest inability to access the premises where Service is terminated; (d) Customer negligence; (e) Customer authorized change to Service; (f) Customer failure to release the Service for testing and/or repair and continued use of Service on an impaired basis; (g) Customer activity that interferes with or impairs Service, causes damage to Qwest facilities, impairs privacy, or creates hazards to Qwest employees or the public; (h) a common cause, for amounts less than one dollar; (i) third party provided portion of the Service; (j) local exchange service interruption; and (k) circuits not entirely within Qwest territory.

9. Termination.

9.1 Either party may terminate Service and/or this Agreement for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default; or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for a termination charge ("Termination Charge").

9.2 Termination Charge. Customer will pay a Termination Charge of 100% of the MRCs multiplied by the number of months remaining in the Term.

9.3 The Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable NRCs, or previously billed but unpaid MRCs and/or NRCs); (c) Customer places the orders to discontinue Service and establish new service at the same time; (d) the new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; and (e) a new Term goes into effect when the new service agreement term begins. "New service" means a newly-installed service placed under new service agreement(s), or newly-installed additions to existing service agreement(s), but it does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) or conversions from month-to-month service to contracted service. The Termination Charge may also be waived according to the provisions for upgrades or Service changes in this Agreement. The waiver does not apply to changes between regulated or enhanced services, and unregulated products and services.

9.4 Qwest may terminate the Service and/or this Agreement for any reason by providing 90 days prior written notice to Customer, provided however that if the expiration of the Term will occur in less than 90 days, such notice period may be shortened.

9.5 If Customer's Service is terminating for any reason, Qwest may contact Customer's End Users to migrate to a new Host service.

9.6 In certain areas, Qwest is changing its network to support newer high-speed Internet functionality. These changes include deploying non-ATM-based DSL service ("Remote-Based DSL"), which may interfere with or degrade existing End User DSL service or may limit availability of new ATM-based DSL service. Upon receipt of a trouble report involving interference with or degradation of DSL service to any of Customer's End Users, Qwest may attempt to correct the reported trouble. If the correction does not correct the reported trouble, or if Qwest determines that the existing ATM-based DSL service is no longer compatible with Remote-Based DSL, Qwest may immediately, and at its sole discretion, withdraw the ATM-based DSL service on an individual circuit basis. Qwest will incur no liability to Customer for any withdrawal of, interference with, or degradation to Service provided to Customer's End Users caused by Qwest's deployment of Remote-Based DSL. Termination of the Circuit over which Service is provided will be permitted only as set forth in the agreement applicable to that Circuit.

10. Disclaimer of Warranties. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS

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FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

11. Limitation of Liability.

11.1 NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. WITH REGARD TO ANY SERVICE-RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. Notwithstanding the foregoing, the limitation of liability in this Section will not apply to: (a) a party's indemnification obligations; and (b) Customer's payment obligation for all charges under the Agreement, including without limitation, Service charges, Taxes, interest, and termination or cancellation charges.

11.2 Any claim or dispute arising out of or relating to this Agreement must be brought within two years after the cause of action arises.

12. Personal Injury, Death, and Property Damage. EACH PARTY WILL BE RESPONSIBLE TO THE OTHER PARTY FOR ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. CUSTOMER WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. Damages under this Section will be subject to the limitation of liability in this Agreement.

13. Indemnification. Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to: (a) the installation, use, modification, or resale of the Service by Customer; (b) personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the Customer; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service or the Internet; (d) patent infringement arising from Customer acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by Customer; or (e) Customer negligent acts, errors or omissions.

14. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. If Customer decides to permit any third party to access Qwest Confidential Information, through the creation of separate passwords or the sharing of Customer's password, Customer agrees to postpone access to the information until a written confirmation of understanding is secured from the third party regarding the treatment of such Confidential Information. These written confirmations shall be maintained by the Customer for two years after the access has been terminated.

15. Assignment. Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days prior written notice of such assignment. Any assignee of the Customer must have: (e) a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. Notwithstanding the foregoing, Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

16. Dispute Resolution.

16.1 **Governing Law; Forum.** Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

16.2 **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

17. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current

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address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent by regular U.S. Mail.

18. General. Customer represents that it will not resell the Service and that its use of the Service will comply with all applicable laws. The Agreement is intended solely for Qwest and Customer and their permitted assigns and it will not benefit or be enforced by any other person or entity, including without limitation, End Users. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. No party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its obligations hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. No party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. The Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Service modifications initiated by Qwest, or for submitted and accepted ASRs, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Qwest reserves the right at any time to make any handwritten change to the Agreement.

19. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"ASR" means an Access Service Request form submitted electronically by a wholesale customer, requesting Service under the Agreement.

"Bandwidth" means the virtual transport providing the connection and aggregation point for the high-speed Internet subscriber from the ATM interface to a Customer-designated location.

"Cancellation Charge" means the NRC Customer pays for canceling unused Service after the start of installation.

"Change Charge" means the NRC Customer pays to Qwest for specified changes to Service.

"Circuit" means Customer's interstate ATM access link, private line interstate circuit, and/or carrier facility where Qwest provides an interstate ATM port that Customer uses with the Service.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business or financial nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party discloses to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: God, fire, flood, labor strike, sabotage, cable cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Installation Charge" means the NRC Customer pays to Qwest for each installation of Bandwidth.

"MRCs" means monthly recurring charges.

"NRCs" means one-time, non-recurring charges.

"Rate Card" means the Qwest High-Speed Internet® Host Service Rate Card posted at <http://www.qwest.com/legal/hsihostserviceagreement/>.

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

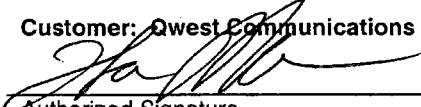
"Tariff" means the Qwest FCC Access Service Tariff No. 1.

"Taxes" means federal, state and local taxes, surcharges, government imposed fees and charges and other similar charges.

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The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement as of the latest date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

Customer: Qwest Communications Company, LLC



Authorized Signature

Warren Mickens

Name Typed or Printed

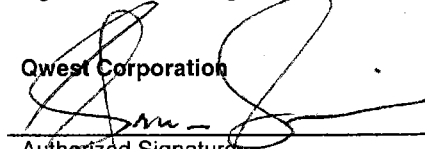
VP Customer Service Ops

Title

12/07/10

Date

Qwest Corporation



Authorized Signature

Steven Swain

Name Typed or Printed

VP Finance

Title

12/8/10

Date

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| Other Charges* | |
|--|--|
| Change Charge, including Bulk Transfer | \$100 NRC (for changes to be performed during regular business hours - 7am-7pm Central Time M-F). A separate Change Charge applies for each change, including each bulk transfer. For changes to be performed outside regular business hours, overtime or premium charges may apply. Special requests will be considered and basic, overtime or premium charges may apply. |
| Installation Charge | \$500 NRC per 1.544 Mbps Bandwidth increment \$200 NRC per 3Mbps Bandwidth increment (\$0 NRC for 3Mbps Bandwidth increment(s) installed at the same time as the corresponding interstate ATM port) |
| Cancellation Charge | Percentage of Installation Charge based on the date Customer cancels Service: 10% if Customer cancels Service after the application date 48% if Customer cancels Service after the design lay-out report date 81% if Customer cancels Service after the plant test date 100% if Customer cancels Service after the date Service is available for use |
| Termination Charge | As specified in the "Termination" Section |
| Dispatch Charge | Charge for Qwest trouble shooting if the trouble is not found in Qwest facilities or Qwest equipment or is found in customer equipment/systems. \$100.00 NRC per technician |
| Time and Materials | Maintenance, special requests, repair, trouble isolation, and support services. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. |

* Amounts listed are the charge amounts as of the date of Agreement; however, actual charges to Customer will be the charges in effect at the time the charge is incurred, as set forth in the Rate Card.